

January 25, 2024

Cloud Services Agreement

Last Modified: January 25, 2024

This Cloud Services Agreement (this "**Agreement**") is a binding contract between you ("**Customer**," "**you**," or "**your**") and Veterinary Care Logistics, Inc. ("**Provider**," "**we**," or "**us**"). This Agreement governs your access to and use of the Cloud Services.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "I ACCEPT" BUTTON BELOW OR BY ACCESSING OR USING THE CLOUD SERVICES (the "**Effective Date**"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW OR BY ACCESSING OR USING THE CLOUD SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE CLOUD SERVICES.

1. Definitions.

(a) "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

(b) "**Cloud Services**" means the online veterinary inventory management services provided by Provider under this Agreement that are detailed on Provider's Website available and reflected in the Customer's order.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services, including any data that is imported or accessed by Provider from Customer's accounts in Third-Party Products.

(d) "**Documentation**" means Provider's user manuals, handbooks, articles, and guides relating to the Cloud Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Cloud Services available at Provider's Website.

(e) "**Fees**" means the Subscription Fees or the Other Services Fees, as applicable.

(f) "**Other Services**" means services other than Cloud Services, including Onboarding and Onsite Implementation, provided by Provider under this Agreement that are detailed on Provider's Website and reflected in the Customer's order.

(g) "**Other Services Fees**" means the fees for the Other Services, as stated on Provider's Website.

(h) "**Provider IP**" means the Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Cloud Services, but does not include Customer Data.

(i) **“Provider’s Website”** means <https://inventoryally.com/> and any successor or replacement website, as notified to Customer.

(j) **“Services”** means, collectively, the Cloud Services and the Other Services.

(k) **“Subscription Fees”** means the fees for the provision and support of the Cloud Services, as stated on Provider’s Website.

(l) **“Third-Party Products”** means any products, content, services, systems, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on your payment of Subscription Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services. The Cloud Services are limited to one account per Customer facility. A facility is defined as an entity that functions primarily separate from others even if part of a centralized business. Separate physical locations are considered separate facilities. If Customer has multiple locations, it will require additional registered accounts for each facility.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a revocable, non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Cloud Services.

(c) Other Services.

(i) Onboarding. Provider will provide Customer with online resources to set up and prepare to “Go Live” and begin using the Cloud Services in their facility(ies). This service is called **“Onboarding”**. Provider will assist Customer and their employees to understand and complete this Onboarding process and all the required tasks. Customer is responsible to complete these tasks in the agreed upon time frame. Onboarding is comprised of online training, email notifications, remote meetings and other remote means. Unless specified otherwise on the Provider’s Website, there is no separate charge for Onboarding.

(ii) Onsite Implementation. Provider may also offer **“Onsite Implementation”** in which Provider’s staff will visit Customer’s facility to assist with the final Onboarding processes. If Customer has arranged an Onsite Implementation and onsite dates are agreed upon, if Customer cancels or reschedules these dates, no refund will be available for the cost of the Onsite Implementation. Customer will need to reschedule the Onsite Implementation to the next available time and may not be able to utilize the Cloud Services until that time. This delay will not alter the Term. If Customer cancels the Onsite Implementation three (3) times, Customer shall forfeit the full Onsite Implementation fee, as stated on Provider’s Website. If Provider cancels or reschedules agreed Onsite Implementation dates, Provider will provide Customer a credit equal to 25% of the Onsite Implementation fees. Provider will reschedule the Onsite Implementation around your site’s available schedule. If Provider cancels three (3) times, you will receive the Onsite Implementation at no cost.

(d) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(e) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Cloud Services and collect and compile data and information related to Customer's use of the Cloud Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services, further develop the Cloud Services, and to identify market trends ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(f) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider or otherwise violates the AUP; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. Provider will have no liability for any damage, liabilities,

losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

(a) Acceptable Use Policy. The Cloud Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in Provider's acceptable use policy ("AUP") located at **Exhibit A**. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on Provider's Website from time to time, including the AUP. For avoidance of doubt, an updated AUP may be posted on Provider's Website. Any such updated AUP will supersede the AUP located at Exhibit A.

(b) Account Use. You are responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(c) Customer Data. You hereby grant to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Cloud Services to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement, any applicable third-party terms and conditions, or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

4. Support.

The access rights granted hereunder entitle Customer to the support services described on **Exhibit B** for the duration of the Term.

5. Fees and Payment. **Subscription Fees are payable in advance, without offset or deduction, for the selected subscription term and auto-renew for the same duration of original subscription.** One (1), six (6), and twelve (12) months subscriptions for the Cloud Services are available on

<https://inventoryally.com/>. **For example, if Customer orders a six-month subscription term, unless terminated in accordance with Section 12, the subscription term will auto-renew for additional six-month terms.** Customer will use a valid credit card to pay the Fees. Customer will pay Other Services Fees within thirty (30) days from the invoice date without offset or deduction. Provider will invoice the Customer for the Other Services Fees after the Other Services have been performed. Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Provider may suspend, in accordance with Section 2(g), Customer's and all other Authorized Users' access to any portion or all of the Cloud Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. **Confidential Information.** From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. **Privacy Policy.** To the extent Provider collects of your personal information while or in connection with providing the Cloud Services, Provider will only use and otherwise process that information to provide the Cloud Services. For clarity purposes, once any of your personal information is aggregated, it is no longer considered personal information. For avoidance of doubt, an updated privacy policy may be posted on Provider's Website. Any such updated privacy policy will supersede this Section 7, and will be incorporated into this Agreement.

8. Intellectual Property Ownership; Feedback. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that it provides Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Customer Warranty. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Customer Data, that you have the right to give us access to, and will give us access to, your accounts with other service providers from which we may import Customer Data to provide the Cloud Services and to aggregate the data in accordance with this Agreement; that nothing in your agreements with those service providers prohibits you from giving us access to those accounts to import the Customer Data from those accounts to provide the Cloud Services and to aggregate the data in accordance with this Agreement; and that both the Customer Data and your use of the Cloud Services are in compliance with the AUP.

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit,

action, or proceeding ("**Third-Party Claim**") that the Cloud Services, or any use of the Cloud Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or Provider reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Cloud Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and will refund you the unused portion of the Fees you have paid for the Cloud Services. This Section 10(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Cloud Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(iii) This Section 10(a) will not apply to the extent that any such Third-Party Claim arises from Customer Data or Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Cloud Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000, WHICHEVER IS GREATER.

12. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and continues until terminated. The initial term of this Agreement is the subscription period you have selected on Provider's Website (the "**Initial Term**"). This Agreement will automatically renew for periods equal in duration to the Initial Term (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 30 days prior to the expiration of the Initial Term or a Renewal Term, as applicable.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement for any reason upon thirty (30) days' advance notice.

(ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund; provided that, if Provider terminates this Agreement in accordance with Section 12(b)(1), Provider will refund Customer any unused portion of the paid Subscription Fees.

(d) Survival. This Section 12(d), Sections 5, 6, 8, 10, 11, 14, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

13. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through direct email communication from us. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms. Provider will provide at least 60 days' advance notice of changes to any service level that Provider reasonably anticipates may result in a material reduction in quality or services.

14. Export Regulation. The Cloud Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Cloud Services or the software or technology included in the Cloud Services to, or make the Cloud Services or the software or technology

included in the Cloud Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Cloud Services or the software or technology included in the Cloud Services available outside the US.

15. US Government Rights. Each of the software components that constitute the Cloud Services and the Documentation is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Cloud Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

16. Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Washington. Before commencing litigation, the executive management of the parties will meet and confer to attempt to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days after the meeting between the executive management of the parties, a party may commence litigation in accordance with this Section 16. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in the city of Vancouver and County of Clark, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at Provider's Website and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder. We will not be responsible for failure or delay of performance of its obligations under this Agreement outside of our reasonable control including act of God, war, internet outage, telecommunication outage, electrical outage, strike, fire and natural disasters. We will use reasonable efforts to mitigate the effect of such events. If Cloud Services cannot be restored within 60

days, Client can terminate this Agreement and will receive a prorated refund for the unused portion of the paid Subscription Fees.

Exhibit A – Support

We will provide you with three (3) levels of support as part of the Cloud Services:

- Tier one support consists of online knowledge base articles available at Provider’s Website.
- If a potential issue cannot be resolved with tier one support, the issue can be escalated by Customer to a Provider customer support specialist who will engage the Customer via online chat and email. This is known as tier two support.
- If the tier two customer support specialist cannot resolve the issue, that specialist will escalate the issue to Provider’s third level technical team. This is known as tier three support. This team then will endeavor to resolve the issue.
- The first-tier response is automated and thus instantaneous.
- Second-tier response time, from the customer support specialist, is generally within 30 minutes from notification by the Customer but in any event less than 12 hours.
- Our third level technical development team will use commercially reasonable efforts to resolve minor system issues, such as application accessibility issues, expired passwords, and errors in calculations, within 48 hours of Customer notification of the issue to our second tier support.
- For more complex issues we will notify Customer of expected time to resolution and a communication plan that includes regular intervals, minimum of once per day, of updates about the progress towards resolution.

Where we cannot meet the above timetables, the Customer has the right to request a credit for 100% of the prorated duration of the missed timetable. For example, if the tier two support response time is 24 hours, exceeding our target by 12 hours, then a credit of one half of one day would be available. Credits are not additive, meaning that if for a given issue, the tier two timetable is not met and the tier three timetable to resolve a minor issue is not met, then Customer will not receive two credits, but rather a credit for the period of time the tier three timetable is not met.

If Customer experiences more than five (5) issues with the Cloud Services in a given month, and Provider does not meet the timetables for these issues, then Customer may terminate this Agreement and will be entitled to a refund of any unused paid Subscription Fees.

The support provided under this Agreement does not include services provided with respect to the following matters:

- (i) any problem resulting from the misuse, improper use, alteration, or damage of the Cloud Services;
- (ii) any problem caused by modifications in any version of the Cloud Services not made or authorized by us; or
- (iii) any problem resulting from the Customer combining or merging the Cloud Services with any hardware or software not supplied by us or not identified by us as compatible with the Platform Services, Systems.

Provider may occasionally have to interrupt Cloud Services to all customers, including for purposes of upgrades and maintenance to the Cloud Services, in which case Provider will, except in the case of an

emergency, announce the scheduled downtime via e-mail to the Customer designated email address prior to the scheduled downtime.

Exhibit B – Acceptable Use Policy

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with this Agreement. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Provider, a Provider employee, another user, or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Cloud Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Cloud Services, including their ability to engage in real time activities through the Cloud Services.
- Use any robot, spider, or other automatic device, process, or means to access the Cloud Services for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Cloud Services, or for any other purpose not expressly authorized in this Agreement, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Cloud Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Cloud Services, the servers on which the Cloud Services are provided, or any server, computer, or database connected to the Cloud Services.
- Attack the Cloud Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Cloud Services.